Duval & Stachenfeld LLP Attorneys for Plaintiff By: Allan N. Taffet, Esq. (AT-5181) Joshua C. Klein, Esq. (JK-4558) 300 East 42nd Street New York, New York 10017 Tel. No.: (212) 883-1700

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

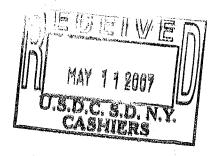
DLJ MORTGAGE CAPITAL, INC.,

Plaintiff,

-against-

SEA BREEZE FINANCIAL SERVICES, INC.,

Defendant.



JUDGE CASTEL COMPLAINT

07 CIV 3747

ECF CASE (PKC) (KNF)

Plaintiff DLJ Mortgage Capital, Inc. (hereinafter "DLJMC" or "plaintiff"), by its attorneys, Duval & Stachenfeld LLP, for its complaint against defendant Sea Breeze Financial Services, Inc. ("Sea Breeze" or "Defendant"), alleges as follows:

JURISDICTION AND VENUE

- 1. This Court has jurisdiction over all claims based on diversity of citizenship pursuant to 28 U.S.C. § 1332. Plaintiff DLJMC is a Delaware corporation with its principal place of business in New York. Upon information and belief, Sea Breeze is a California corporation with its principal place of business in California. The matter in controversy exceeds \$75,000.00, exclusive of interest and costs.
 - 2. Venue is proper pursuant to 28 U.S.C. § 1391(a).

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THE PARTIES

- 3. Plaintiff DLJMC is a corporation organized and existing under the laws of the state of Delaware. DLJMC is a purchaser of mortgage loans and maintains its principal place of business in New York, New York.
- Upon information and belief, defendant Sea Breeze is a corporation organized 4. and existing under the laws of the state of California. Upon information and belief, Sea Breeze is a mortgage banker and maintains its principal place of business in Irvine, California.

FACTUAL ALLEGATIONS

Sea Breeze's Failure to Honor Its Obligations **Under the Sea Breeze Purchase Agreements**

- 5. On November 1, 2001, DLJMC and Sea Breeze entered into a Seller's Purchase, Warranties and Interim Servicing Agreement (the "Original Purchase Agreement").
- 6. On April 1, 2005, DLJMC and Sea Breeze entered into an Amended and Restated Seller's Purchase, Warranties and Interim Servicing Agreement (the "Amended and Restated Purchase Agreement").
- 7. Under the Original Purchase Agreement and the Amended and Restated Purchase Agreement, Sea Breeze would originate and sell mortgage loans to DLJMC in accordance with the respective terms of each Purchase Agreement.
- 8. DLJMC has performed and completed all of the terms and conditions required of it by the Original Purchase Agreement and the Amended and Restated Purchase Agreement, (collectively, the "Sea Breeze Purchase Agreements").

- 9. As set forth below, Sea Breeze has breached the Sea Breeze Purchase Agreements in several respects, including, but not limited to: (a) failing to repurchase loans due to early payment defaults pursuant to Sections 3.05 of the Sea Breeze Purchase Agreements; and (b) failing to repurchase a loan arising out of breaches of the representations and warranties set forth in Sections 3.02 (a), (l) and (r) of the Sea Breeze Purchase Agreements.
- 10. Pursuant to Sections 3.05 of the Sea Breeze Purchase Agreements, entitled "Repurchase of Mortgage Loans with Early Payment Defaults," Sea Breeze agreed to repurchase from DLJMC certain mortgage loans as to which there occurred payment defaults within three months after the Closing Date (as defined in the Sea Breeze Purchase Agreements) for such Mortgage Loans. Sections 3.05 of the Sea Breeze Purchase Agreements specifically provide as follows:
 - If (a) a Mortgagor is thirty (30) days or more delinquent with respect to any of the first three (3) Monthly Payments due to [DLJMC] on the related Mortgage Loan immediately following the applicable Closing Date . . . [Sea Breeze], at [DLJMC's] option, shall promptly repurchase such Mortgage Loan from [DLJMC] within five (5) Business Days' of receipt of written notice from [DLJMC], in accordance with the procedures set forth in Sections 3.03 hereof, however, any such repurchase shall be made at the Repurchase Price.
- 11. Thus, the Sea Breeze Purchase Agreements expressly and unambiguously confer upon DLJMC the right to cause Sea Breeze to repurchase, and impose on Sea Breeze the obligation to repurchase, at the Repurchase Price, any Early Payment Default Loans as to which DLJMC requests repurchase.
- 12. In the event Sea Breeze were to breach any of the representations and warranties set forth in Sections 3.02 of the Sea Breeze Purchase Agreements, Sections 3.03 of the Sea Breeze Purchase Agreements provide, inter alia, that upon discovery of such a

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breach by Sea Breeze or DLJMC that materially and adversely affects the value of the related Mortgage Loan or the interest of DLJMC in the related Mortgage Loan, the party discovering such breach shall give prompt written notice to the others. Further, Sea Breeze would have a period of sixty (60) days from the earlier of the breach's discovery or its receipt of notice of any such breach within which to correct or cure such breach. If such breach was not corrected or cured within the sixty (60) day period, Sea Breeze was obligated, at DLJMC's option, either to repurchase the Mortgage Loan at the Repurchase Price or substitute a Mortgage Loan for the Defective Mortgage Loan. See Sea Breeze Purchase Agreements, Sections 3.03.

13. Further, pursuant to Sections 8.01 of the Sea Breeze Purchase Agreements. Sea Breeze agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses that DLJMC may sustain in any way related to Sea Breeze's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Purchase Agreement. See Sea Breeze Purchase Agreements, Sections 8.01.

The Hoang Loan

- 14. On or about February 3, 2005, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Steve Hoang ("Hoang") in the original amount of \$279,244.00 (the "Hoang Loan"). The Hoang Loan is evidenced by a Note in connection with the real property located at 3734 Steeple Way, Perris, California 92570.
- 15. In February, 2005, Hoang failed to make the required monthly payment and became delinquent on the Hoang Loan.

- 16. On June 28, 2005, DLJMC requested that Sea Breeze repurchase the Hoang Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit A is a true and correct copy of DLJMC's June 28, 2005 repurchase request).
- 17. To date, Sea Breeze has failed and refused to repurchase the Hoang Loan from DLJMC.

The Gutierrez Loan

- 18. On or about March 14, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Tomas Gutierrez ("Gutierrez") in the original amount of \$107,800.00 (the "Gutierrez Loan"). The Gutierrez Loan is evidenced by a Note in connection with the real property located at 3041 Astoria Street, Corona, California 92879.
- 19. In April, 2006, Gutierrez failed to make the required monthly payment and became delinquent on the Gutierrez Loan.
- 20. On June 23, 2006, DLJMC requested that Sea Breeze repurchase the Gutierrez Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit B is a true and correct copy of DLJMC's June 23, 2006 repurchase request).
- 21. To date, Sea Breeze has failed and refused to repurchase the Gutierrez Loan from DLJMC.

The Wilson Loan

22. On or about April 17, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Jimmy Wilson ("Wilson") in the original amount of \$91,000.00 (the "Wilson Loan"). The Wilson Loan is

evidenced by a Note in connection with the real property located at 2503 West 78th Street, Inglewood, California 90305.

- 23. In June, 2006, Wilson failed to make the required monthly payment and became delinquent on the Wilson Loan.
- 24. On August 29, 2006, DLJMC requested that Sea Breeze repurchase the Wilson Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit C is a true and correct copy of DLJMC's August 29, 2006 repurchase request).
- 25. To date, Sea Breeze has failed and refused to repurchase the Wilson Loan from DLJMC.

The Wasielewski Loan

- 26. On or about May 19, 2006, pursuant to the Sea Breeze Purchase Agreements. Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Andrew Wasielewski ("Wasielewski") in the original amount of \$163,000.00 (the "Wasielewski Loan"). The Wasielewski Loan is evidenced by a Note in connection with the real property located at 1040 Coast Boulevard South #302, La Jolla, CA 92037.
- 27. In August, 2006, Wasielewski failed to make the required monthly payment and became delinquent on the Wasielewski Loan.
- 28. On October 30, 2006, DLJMC requested that Sea Breeze repurchase the Wasielewski Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit D is a true and correct copy of DLJMC's October 30, 2006 repurchase request).
- 29. To date, Sea Breeze has failed and refused to repurchase the Wasielewski Loan from DLJMC.

The Eberly Loan

- 30. On or about June 20, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Tameka Eberly ("Eberly") in the original amount of \$90,000.00 (the "Eberly Loan"). The Eberly Loan is evidenced by a Note in connection with the real property located at 3493 Brockton Avenue, Riverside, California 92501.
- 31. In August and September, 2006, Eberly failed to make the required monthly payments and became delinquent on the Eberly Loan.
- 32. On January 26, 2007, DLJMC requested that Sea Breeze repurchase the Eberly Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit E is a true and correct copy of DLJMC's January 26, 2007 repurchase request).
- 33. To date, Sea Breeze has failed and refused to repurchase the Eberly Loan from DLJMC.

The Gordon Loan

- 34. On or about July 28, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Daniel Gordon ("Gordon") in the original amount of \$100,000.00 (the "Gordon Loan"). The Gordon Loan is evidenced by a Note in connection with the real property located at 10035 East Avenue 514, Little Rock, California 93543.
- 35. In September, 2006, Gordon failed to make the required monthly payment and became delinquent on the Gordon Loan.
- 36. On November 28, 2006, DLJMC requested that Sea Breeze repurchase the Gordon Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea

Breeze Purchase Agreements. (Attached hereto as Exhibit F is a true and correct copy of DLJMC's November 28, 2006 repurchase request).

37. To date, Sea Breeze has failed and refused to repurchase the Gordon Loan from DLJMC.

The McConnochie Loan

- 38. On or about July 28, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Craig McConnochie ("McConnochie") in the original amount of \$180,000.00 (the "McConnochie Loan"). The McConnochie Loan is evidenced by a Note in connection with the real property located at 1923 Seabreeze Street, Thousand Oaks, California 91320.
- 39. In October, 2006, McConnochie failed to make the required monthly payment and became delinquent on the McConnochie Loan.
- 40. On January 17, 2007, DLJMC requested that Sea Breeze repurchase the McConnochie Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit G is a true and correct copy of DLJMC's January 17, 2007 repurchase request).
- 41. To date, Sea Breeze has failed and refused to repurchase the McConnochie Loan from DLJMC.

The Lagodimos Loan

42. On or about November 30, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower John Lagodimos ("Lagodimos") in the original amount of \$121,500.00 (the "Lagodimos Loan"). The Lagodimos Loan is evidenced by a Note in connection with the real property located at 1994 White Oak Court, San Marcos, California 92078.

- 43. In December, 2006 and January, 2007, Lagodimos failed to make the required monthly payments and became delinquent on the Lagodimos Loan.
- 44. On February 27, 2007, DLJMC requested that Sea Breeze repurchase the Lagodimos Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit H is a true and correct copy of DLJMC's February 27, 2007 repurchase request).
- 45. To date, Sea Breeze has failed and refused to repurchase the Lagodimos Loan from DLJMC.

The Rivera Loan

- 46. On or about November 30, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Norma Rivera ("Rivera") in the original amount of \$92,000.00 (the "Rivera Loan"). The Rivera Loan is evidenced by a Note in connection with the real property located at 400 East 21st Street #C, Long Beach, California 90806.
- 47. In December, 2006 and January, 2007, Rivera failed to make the required monthly payments and became delinquent on the Rivera Loan.
- 48. On February 27, 2007, DLJMC requested that Sea Breeze repurchase the Rivera Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit H is a true and correct copy of DLJMC's February 27, 2007 repurchase request).
- 49. To date, Sea Breeze has failed and refused to repurchase the Rivera Loan from DLJMC.

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- 50. On or about November 30, 2006, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Manuel Cadena ("Cadena") in the original amount of \$105,000.00 (the "Cadena Loan"). The Cadena Loan is evidenced by a Note in connection with the real property located at 8944 Hornby Avenue, Whittier, California 90603.
- 51. In February, 2007, Cadena failed to make the required monthly payment and became delinquent on the Cadena Loan.
- 52. On April 26, 2007, DLJMC requested that Sea Breeze repurchase the Cadena Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit I is a true and correct copy of DLJMC's April 26, 2007 repurchase request).
- 53. To date, Sea Breeze has failed and refused to repurchase the Cadena Loan from DLJMC.

The Le Blanc Loan

- 54. On or about May 4, 2004, pursuant to the Sea Breeze Purchase Agreements. Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Sandra Le Blanc ("Le Blanc") in the original amount of \$73,500.00 (the "Le Blanc Loan"). The Le Blanc Loan is evidenced by a Note in connection with the real property located at 3260 Corona Avenue, Norco, California 92860.
- 55. On December 28, 2006, DLJMC requested that Sea Breeze repurchase the Le Blanc Loan from DLJMC due to a default under Sections 3.02 (a), (1) and (r) of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit J is a true and correct copy of DLJMC's December 28, 2006 repurchase request).

56. To date, Sea Breeze has failed and refused to repurchase the Le Blanc Loan from DLJMC.

The Monroe Loan

- 57. On or about May 27, 2005, pursuant to the Sea Breeze Purchase Agreements, Sea Breeze sold and DLJMC purchased a mortgage loan made to borrower Martin Monroe ("Monroe") in the original amount of \$44,000.00 (the "Monroe Loan"). The Monroe Loan is evidenced by a Note in connection with the real property located at 2270 South East 27th Terrace, Cape Coral, Florida 33904.
- 58. In August, 2005, Monroe failed to make the required monthly payment and became delinquent on the Monroe Loan.
- 59. On October 28, 2005, DLJMC requested that Sea Breeze repurchase the Monroe Loan from DLJMC due to the early payment default under Sections 3.05 of the Sea Breeze Purchase Agreements. (Attached hereto as Exhibit K is a true and correct copy of DLJMC's October 28, 2005 repurchase request).
- 60. To date, Sea Breeze has failed and refused to repurchase the Monroe Loan from DLJMC.

FIRST CLAIM FOR RELIEF (Breach of Contract)

- 61. Plaintiff DLJMC realleges paragraphs 1 through 60 of this complaint as if fully set forth herein.
- 62. Pursuant to Sections 2.01 of the Sea Breeze Purchase Agreements, Sea Breeze agreed to sell, and DLJMC agreed to purchase, the subject mortgage loans and the servicing rights related to those subject mortgage loans.

- 63. Pursuant to Sections 3.05 of the Sea Breeze Purchase Agreements, Sea Breeze agreed that "[i]f (a) a Mortgagor is thirty (30) days or more delinquent with respect to any of the first three (3) Monthly Payments due to [DLJMC] on the related Mortgage Loan immediately following the applicable Closing Date . . . [Sea Breeze], at [DLJMC's] option, shall promptly repurchase such Mortgage Loan from [DLJMC] within five (5) Business Days' of receipt of written notice from [DLJMC][.]"
- Agreements, Sea Breeze agreed to correct or cure any breach under sections 3.02 within a period of sixty (60) days from the earlier of Sea Breeze's discovery or its receipt of notice of such breach. If such breach was not corrected or cured within the sixty (60) day period, Sea Breeze was obligated, at DLJMC's option, either to repurchase the Mortgage Loan at the Repurchase Price or substitute a Mortgage Loan for the Defective Mortgage Loan. See Sea Breeze Purchase Agreements, Sections 3.03.
- 65. DLJMC has requested that Sea Breeze repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan due to their respective violations of the Sea Breeze Purchase Agreements, as set forth in paragraphs 14 through 60 above. The amount due to repurchase these Loans, as of April 30, 2007, is \$1,512,814.66.
- 66. Sea Breeze has failed and refused to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan in violation of the terms of the Sea Breeze Purchase Agreements.

- 67. DLJMC has performed its obligations under the Sea Breeze Purchase Agreements.
- 68. As a direct, proximate and actual result of Sea Breeze's breach of its obligations to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan, DLJMC has suffered damages in an amount to be determined at trial, but which is not less than \$1,512,814.66 as of April 30, 2007.

SECOND CLAIM FOR RELIEF (Unjust Enrichment)

- 69. Plaintiff DLJMC realleges paragraphs 1 through 68 of this complaint as if fully set forth herein.
- 70. For each of the loans at issue, Sea Breeze received payment from DLJMC when it purchased the loans.
- 71. Sea Breeze now has wrongfully refused to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan, causing DLJMC to lose the use of those moneys due and owing, and requiring DLJMC to incur attorneys' fees to recover these costs due under the Sea Breeze Purchase Agreements. It would be unjust and inequitable to allow Sea Breeze to benefit in this manner.
- 72. By reason of the foregoing, Sea Breeze has been unjustly enriched at the expense of DLJMC, and DLJMC has suffered damages in an amount to be established at trial.

THIRD CLAIM FOR RELIEF (Indemnification – Legal Fees and Related Costs)

- 73. Plaintiff DLJMC realleges paragraphs 1 through 72 of this complaint as if fully set forth herein.
- 74. Pursuant to Sections 8.01 of the Sea Breeze Purchase Agreements, Sea Breeze agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DLJMC may sustain in any way related to Sea Breeze's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Sea Breeze Purchase Agreements. See Sea Breeze Purchase Agreements, Sections 8.01.
- 75. Sea Breeze's indemnification obligation expressly includes the legal fees and related costs and any other costs, fees and expenses that DLJMC may sustain in connection with Sea Breeze's failure to observe and perform its obligation to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan, including, but not limited to, the attorneys' fees and other expenses incurred in this action.
- 76. Sea Breeze is therefore liable to DLJMC for all of DLJMC's legal fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in connection with Sea Breeze's failure to observe and perform its obligation to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan.

PRAYER FOR RELIEF

WHEREFORE, plaintiff DLJMC respectfully requests judgment against Sea Breeze as follows:

- A. Ordering Sea Breeze to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan for the amount of \$1,512,814.66 as of April 30, 2007, plus interest;
- B. Awarding DLJMC its attorneys' fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in this action in connection with Sea Breeze's failure to observe and perform its obligations to repurchase the Hoang Loan, Gutierrez Loan, Wilson Loan, Wasielewski Loan, Eberly Loan, Gordon Loan, McConnochie Loan, Lagodimos Loan, Rivera Loan, Cadena Loan, Le Blanc Loan and Monroe Loan; and
- C. Granting such other and further relief as the Court may deem just and proper.Dated: New York, New York
 May 11, 2007

Duval & Stachenfeld LLP Attorneys for Plaintiff DLJ Mortgage Capital, Inc.

By:

Allan N. Taffet, Esq. (AT-5181) Joshua C. Klein, Esq. (JK-4558)

300 East 42nd Street

New York, New York 10017 Tel. No.: (212) 883-1700

Credit Suisse First Boston LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

By Overnight Courier

June 28, 2005

Mr. Leonard Hamilton SEA BREEZE FINANCIAL SERVICES 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of November 01, 2001 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and SEA BREEZE FINANCIAL SERVICES (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$287,900.71. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B includes borrower pay histories and Collection notes to assist you.

Accordingly, please wire the above funds on July 08, 2005 to DLJMC as follows:

Citibank New York, NY ABA #: 021-000-089

Account: DLJ Mortgage Capital, Inc.

Account #: 30489038 Attn: Frederick Hahn

Ref: SEA BREEZE FINANCIAL SERVICES

For a repurchase date after the above date, please increase the amount due DLJMC by \$39.75 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

The attached schedule details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

If have any questions or if you should require any additional information, please contact the Client Management Group at 212-325-7663 or client.management@csfb.com.

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files or if you should require any additional information.

Sincerely, DLJ Mortgage Capital, Inc.

By: Rick Hahn

cc: - Julia Kim

Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. ■ Eleven Madison Avenue. 4th Floor, New York, New York 10010-3629 ■ (212) 325-2000

By Overnight Courier

June 23, 2006

Mr. Leonard Hamilton Sea Breeze Financial Services 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$112,659.61. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on June 30, 2006 to DLJMC as follows:

Citibank New York, NY ABA #: 021-000-089

Account: DLJ Mortgage Capital, Inc.

Account #: 30489038 Attn: Frederick Hahn

Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$36.31 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Phyllis Raessner Citisank NYC
ARA: 1021-000-089
AGE 2024-9050-09
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AGE CIL Mongage Capital, Inc.
Reference: Sas Birezz Fihamidal Services
Attu: Rick Hahn The Following are DLJ Mortgage Capital, Inc. wiring instructions Sea Breeze Financial Services ...

June 30, 2006

1529648

W\$0606334 Seller Loan #

GUTTERREZ

Settlement Date DOMESTIC WILSTR

As of Date 05/31/06

Next Oue Date

Dally To Interest Repurchase

Reperthase Recapture of Price Premium Total Due OLJMC Loan Status

Reason For Repurchase 60 Days Late for Apr

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TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$112,859.61

Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. •Eleven Madison Avenue, 4th Floor. New York, New York 10010-3629 •(212) 325-2000

By Overnight Courier

August 29, 2006

Mr. Leonard Hamilton Sea Breeze Financial Services 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$95,065.94. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on September 06, 2006 to DLJMC as follows:

Citibank
New York, NY
ABA #:021-000-089
Account:DLJ Mortgage Capital, Inc.
Account #:30489038
Attn:Frederick Hahn
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$31.26 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Phyllis Raessner

Repurchase Recapture of Price Premium Total Due DLJNC!

\$96,065.94

60 Days Late for Jun

Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. •Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 •(212) 325-2000

By Overnight Courier

October 30, 2006

Mr. Leonard Hamilton Sea Breeze Financial Services 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$170,003.63. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on November 06, 2006 to DLJMC as follows:

Citibank
New York, NY
ABA #:021-000-089
Account:DLJ Mortgage Capital, Inc.
Account #:30489038
Attn:Frederick Hahn
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$55.44 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Phyllis Raessner

125 \$6,929.39

000,1000

\$182.91

\$170,003.63

Reparchase Recapture of Price Premium Total Due DUMO Loan Status

Reason For Repurchase 60 Days Late for Aug

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$170,003.83

Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. •Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 •(212) 325-2000

By Overnight Courier

January 26, 2007

Mr. Leonard Hamilton Sea Breeze Financial Services 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$94,664.57. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for éach of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on February 02, 2007 to DLJMC as follows:

Citibank New York, NY ABA #:021-000-089 Account: DLJ Mortgage Capital, Inc. Account #:30489038 Attn:Frederick Hahn Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$30.57 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Phyllis Raessner

DLJ Mortgage Capital, Inc. ■Eleven Madison Avenue. 4th Floor, New York, New York 10010-3629 ■(212) 325-2000

By Overnight Courier

November 28, 2006

Mr. Leonard Hamilton Sea Breeze Financial Services 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$105,578.53. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on December 05, 2006 to DLJMC as follows:

Citibank
New York, NY
ABA #:021-000-089
Account:DLJ Mortgage Capital, Inc.
Account #:30489038
Attn:Frederick Hahn
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$34.71 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner cc: - Phyllis Raessner

60 Days Lafe for Sept

DLI Mortgage Capital, Inc. ◆Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 ◆(212) 325-2000

By Overnight Courier

January 17, 2<u>007</u>

Mr. Leonard Hamilton Sea Breeze Financial Services 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$190,902.53. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on January 24, 2007 to DLJMC as follows:

Citibank New York, NY ABA #:021-000-089 Account: DLJ Mortgage Capital, Inc. Account #:30489038 Attn:Frederick Hahn Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$60,59 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: -- Olivia Hafner cc: -- Phyllis Raessner

\$2,338.69

90 Days Late for Oct

DLI Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

By Overnight Courier

February 27, 2007

Mr. Leonard Hamilton Sea Breeze Financial Services 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$223,962.20. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on March 06, 2007 to DLJMC as follows:

Citibank
New York, NY
ABA #:021-000-089
Account:DLJ Mortgage Capital, Inc.
Account #:30489038
Attn:Frederick Hahn
Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$68.80 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By. Demetri.E Catis

cc: - Olivia Hafner cc: - Phyllis Raessner

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

By Overnight Courier

<u> April 26, 2007</u>

Mr. Leonard Hamilton Sea Breeze Financial Services 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$109,220.86. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on May 03, 2007 to DLJMC as follows:

Citibank New York, NY ABA #:021-000-089 Account: DLJ Mortgage Capital, Inc. Account #:30489038 Attn:Frederick Hahn Ref. Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$36.80 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If you have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely, DLJ Mortgage Capital, Inc.

By: Shirley Stakemann

cc: – Olivia Hafner cc: – Phyllis Raessner

EPD - Feb payment 30 days deág.

DLJ Mortgage Capital, Inc. •Elevon Madison Avenue, 4th Floor, New York, New York 10010-3629 •(212) 325-2000

By Overnight Courier

December 28, 2006 Mr. Leonard Hamilton Sea Breeze Financial Services 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Representations and Warranties as to Individual Mortgage Loans

Dear Mr. Hamilton:

Pursuant to of the, dated as of January 01, 1850 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Sea Breeze Financial Services (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$88,227.21, for a breach of the Agreement, detailed on the attached loan schedule.

Accordingly, please wire the above funds on January 29, 2007 to DLJMC as follows:

Citibank

New York, NY

ABA #: 021-000-089

Account: DLJ Mortgage Capital, Inc.

Account #: 30489038 Attn: Frederick Hahn

Ref: Sea Breeze Financial Services

For a repurchase date after the above date, please increase the amount due DLJMC by \$18.57 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

The attached schedule details the computation of the amount due. Also enclosed are the following documents to assist you with your review:

- 1. Borrower pay history and collector comments from DLJMC's loan servicers
- 2. Servicer liquidation statements (if applicable)
- 3. DLJMC's Quality Control review results with supporting documentation

Questions regarding DLJMC's Quality Control review should be directed to:

Mr. Bertram Hill at: Credit Suisse Securities (USA) LLC, 302 Camegie Center, Princeton, NJ 08540 or by telephone at (609) 627-5103 or via e-mail at bertram.hill@credit-suisse.com.

If you have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@credit-suisse.com.

Please call me at (212) 538-1419 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,

DLJ Mortgage Capital, Inc.

By: Joseph L. Quarto Vice President

cc: Bertram Hill Olivia Hafner Phyllis Raessner

Credit Suisse First Boston LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenuc, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

By Overnight Courier

October 28, 2005

Mr. Leonard Hamilton SEA BREEZE FINANCIAL SERVICES 18191 Von Karman Ave, S-150 Irvine, CA, 92612

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Hamilton:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of April 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and SEA BREEZE FINANCIAL SERVICES (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$45,062.75. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on November 10, 2005 to DLJMC as follows:

Citibank New York, NY

ABA #: 021-000-089

Account: DLJ Mortgage Capital, Inc.

Account #: 30489038 Attn: Frederick Hahn

Ref: SEA BREEZE FINANCIAL SERVICES

For a repurchase date after the above date, please increase the amount due DLJMC by \$12.51 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at olivia.hafner@csfb.com.

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files or if you should require any additional information.

Sincerely, DLJ Mortgage Capital, Inc.

By: Rick Hahn

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cc: - Susan Tobin

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